

SALES AND DISTRIBUTION AGREEMENT

Norphlet Chemical, Inc., an Arkansas corporation ("Seller"), located at 600 Macmillan Drive, Norphlet, Arkansas, 71759 and Jones-Hamilton Co., an Ohio corporation ("Buyer"), located at 30354 Tracy Road, Walbridge, Ohio, 43465, hereby enter into this Sales and Distribution Agreement effective as of September 1, 2006.

1. **Term** – The term of this Agreement shall be perpetual, commencing on the first day of steady production of hydrochloric acid from Seller's Norphlet Arkansas refrigerant facility (the "Facility").

2. **Product/Specifications** – 22 Degree Technical grade hydrochloric acid 35.2% per Exhibit A and 22 Degree Commercial grade off-specification hydrochloric acid per Exhibit B (all hydrochloric acid will hereinafter be referred to as the "Product"). Seller will be totally responsible for assuring the Buyer that all Product shipped hereunder will be in compliance with the specifications called for on each order. All ~~laboratory facilities and technicians necessary to ensure such compliance shall be~~ furnished by Seller at Seller's expense. Buyer will, however, furnish technical service to Seller as it pertains to the production, transportation, loading, storing and testing of the Product. Regulatory and compliance assistance is also available to Seller from Buyer.

3. **Dilution** – At Buyer's request, Seller shall dilute the Product to meet a customer's specifications down to 31.45% or lower. In such event, pricing will remain unchanged.

4. **Warranties and Disclaimers** - Seller warrants (a) the Product shall conform to the specifications set forth in Exhibits A and B or the specifications that the parties mutually establish in writing for any alternate grade or assay, (b) Seller has good title to the Product free from any lien or encumbrance, and (c) the Product does not infringe any valid United States patent. Seller does not warrant, however, that the use of the Product, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any United States patent. The foregoing limited warranty shall expire one year after each delivery of the Product. EXCEPT AS SET FORTH IN THIS PARAGRAPH, SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PARTICULAR USE.

5. **Pricing/Payment** – In consideration of a loan to Seller from Buyer, as evidenced in a Loan/Sales Agreement of even date between the parties (the "Loan Agreement"), and a Draw Note of even date executed by Seller in favor of Buyer (the "Note"), and other production start up issues, the first 50,000 tons of product shall be eligible for a \$10 per ton reduction in price from those listed below:

A "floor price" will be guaranteed to Seller from Buyer at the following levels:

On Specification 22 Degree Tech Grade Product(Exhibit A)

9792034



Tank trucks ---- \$45 per wet, 22 degree ton
Rail Cars ----- \$40 per wet, 22 degree ton

Off specification, 22 degree commercial grade Product(Exhibit B)

Tank trucks ---- \$32 per wet, 22 degree ton

Rail Cars ----- \$23 per wet, 22 degree ton

After the "floor price" is covered to Seller, then Buyer is due up to the next \$20 per ton margin from each category above if the delivered sales price to Buyer's customers covers the spread. Buyer has no guaranteed margin whatsoever. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Seller. Netback is described as the delivered sales price to Buyer's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel & insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put. Examples of the margin sharing reconciliations are shown on Exhibit C hereto.

Pursuant to the Loan Agreement and the Note, the price for Product will be applied and credited against the balance due on the Note until the Note is paid in full

Daily invoices are to be submitted to Buyer at the floor prices with terms of net 30 days. Margin sharing reconciliations and corresponding payments to Seller shall be done quarterly. Seller reserves the right to audit and examine Buyer's records, invoices, freight rates, rail car cost and terminal charges at any reasonable time.

Unless otherwise specifically provided in this Agreement, title and risk of loss of the Product shall pass to Buyer at the flange for loading the tank trucks or rail tank cars on all shipments where Buyer is responsible for providing, contracting for or arranging transportation. In these instances, Buyer shall insure each shipment of Product with a reputable insurer for the full invoice price of such shipment.

All pricing above is f.o.b. Seller's producing plant in Norphlet, Arkansas. The prices above are firm thru the end of the first year of this Agreement and are then subject to 60% of all announced increases or decreases that "hold" in the marketplace. Such announcements must be made by the majority of all re-sellers and producers and generally supported with documented confirmations in CMAI.

Buyer will be required to keep Seller informed on changing market conditions on a quarterly basis. This includes the overall support of price increases announced in the marketplace.

6. Volume – Buyer commits to pay for and remove 100% of the total production of the Product from the Facility as long as it meets the specifications described herein. Any variation of the specifications must be approved by Buyer. The two parties will work together to remove and sell any Product that is out of specifications into the

marketplace or to Buyer's blending terminals and negotiate special pricing to cover such events. However, the Buyer shall not be required to purchase, remove or sell any product that is not marketable. The Seller, shall not sell, trade, barter or exchange the Product with any third party without the prior express written consent of Buyer. This includes internal use at the Facility or for other affiliates of Seller. Seller will not be required to run the Facility for the sole purpose of producing the Product for sales to Buyer. Additionally, Seller will not be required to purchase, trade, toll, or barter for the Product with other third parties in order to meet the tonnage estimates herein. Buyer will be required to remove all Product meeting Exhibit A & B specifications so as not to impede Seller's production. Buyer will be responsible for having sufficient rail cars and/or tank trucks available at all times to accomplish this goal.

7. Loading and Measurement – Loading is to be done by Seller or Seller's contractor. Seller will load tank cars and tank trucks on a twenty-four (24) hour per day basis, every day of the year including all weekends and holidays. If delivery is to be made by tank trucks, Seller shall weigh the tank trucks before loading the Product and ~~after loading the Product; the difference shall be deemed the quantity of Product supplied~~ by Seller to Buyer. If delivery is to be made by rail tank cars, Seller shall weigh the rail cars after loading the Product; the difference between the weight of the loaded rail tank car and the tare weight of that rail tank car shall be deemed the quantity of Product supplied by Seller to Buyer. Seller shall use a certified scale for all weight measurements.

8. Storage – Buyer may be required by Seller to partially dedicate terminal storages off site with total capacity of 250,000 gallons if: (i) Seller's production exceeds 70,000 tons of Product on an annualized basis; (ii) this rate of production extends for a period of at least six (6) months; and (iii) it reasonably appears that this level of production will continue for five (5) years. If additional storage tanks are required at the Facility, then Seller will assure Buyer that a small tract can be leased from Seller upon fair market terms. Under such circumstances requiring additional tanks, Buyer and Seller will enter into a separate agreement to address the lease, liabilities, insurance, permits, environmental issues, engineering design, ownership, cost and amortization of the storage facility.

9. Mode of Transportation – Buyer will furnish all rail cars and tractor/ trailers required to keep the plant running without interruption at all times. Seller will allow Buyer to station railcars, tractors and trailers as well as two drivers and/or a Manager at the Facility if required in the opinion of Buyer.

10. Customer Service - Order taking, scheduling, tracing, billing and dispatching and related sales functions are to be handled and paid for by Buyer. All technical assistance and sampling is to be handled for the customers by Buyer. Buyer will have transportation & logistical staffing as well as customer service available from its corporate headquarters at all times. Backup for all of these services will be from Buyer's Baton Rouge, Louisiana office.

11. Rail Car Storage – Seller is to provide demurrage free parking at the Facility for up to thirty (30) rail cars to handle the proposed tonnage

12. Certificates of Analysis – Seller shall furnish industry standard Certificates of Analysis on those shipments requested by Buyer

13. Notices for Production Alterations – Seller will advise Buyer of the estimated tonnage to be produced each month on or before the 20th of the previous month. Seller shall also give the Buyer quarterly calendar year estimates.

14. Specifications; Claims; Limitation of Liability - If Buyer tests the Product prior to unloading and determines that the Product does not meet the required specifications, Buyer may refuse to accept delivery of said Product, in which case Buyer shall immediately notify Seller in writing that the Product is being refused. Alternatively, if Buyer tests such Product after unloading and determines that the Product does not meet the required specifications, Buyer shall notify Seller in writing not later than thirty (30) ~~days after receipt of the Product, that the Product does not meet the required~~ specifications, in which case Buyer shall not be responsible for the purchase price of the Product and Buyer may require Seller to remove the non-specification Product from Buyer's plant at Seller's cost. Seller will replace the non-specification Product with ~~specification Product~~ If Buyer does not give Seller the 30-day notice of the delivery of non-specification Product, Buyer shall conclusively be deemed to have accepted said Product and shall have no further claims against Seller for such Product.

15. Notices - Any notices provided for herein shall be in writing and shall be deemed to have been properly given as follows if sent by facsimile on the date of transmission; if sent by overnight express courier, the day following delivery to such courier; if by mail, the third day following delivery to the U.S. Postal service by certified mail, return receipt requested. All notices shall be sent to the following addresses:

Seller.
Norphlet Chemical, Inc
P O Box 100
Norphlet, Arkansas 71759
Fax: 870-546-3589
Attention David Henry

With a copy to

Don B Dodson
Burbank, Dodson & Barker PLLC
215 N. Washington Ave.
El Dorado, AR 71730

Buyer
Jones-Hamilton Co.
30354 Tracy Road
Walbridge, Ohio 43465
Fax. _____
Attention _____

With a copy to

Richard E Wolff
Spengler Nathanson P L.L
608 Madison Ave
Suite 1000
Toledo, OH 43604

16. Force Majeure - Any delay or failure by either party in the performance hereunder shall be excused to the extent such delay or failure is caused by demands, requests, decrees or restraints of government, acts of God, strikes, lockouts or other labor disturbances (neither party shall be required to settle any labor matter against its own judgment), war, sabotage, fire, explosion, accident, breakdown of machinery or equipment, shortage or inability to obtain fuel, power, natural gas, raw materials, or equipment, or the Product itself, without litigation and at ordinary prices from usual sources; any cause or causes, beyond such party's reasonable control, or any other cause or causes, whether similar or dissimilar to those already specified which affect the production, transportation or delivery of any of the Product to be delivered hereunder or any material used in or in connection with its production. The party affected by such force majeure event shall promptly give the other party notice of the existence of the force majeure event, its expected duration, and the estimated effect thereof on its ability to perform its obligations hereunder; such party shall also promptly give the other party notice when such force majeure event has ceased to affect its ability to perform its obligations hereunder.

17. Taxes - Unless otherwise specifically provided herein, the price for the Product set forth in this Agreement does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes shall be paid by Buyer in the same manner and with the same effect as if originally included in the purchase price.

18. Product Suitability - Buyer shall be solely responsible for determining the suitability of the Product for the uses and applications contemplated by Buyer and others. Buyer assumes all risks and liabilities for results obtained by the use of the Product, whether used singly or in combination with other material, except those relating solely to the use of Product not conforming to the specifications set forth in Exhibits A or B, as applicable, unless such nonconformity was actually known and accepted by Buyer or was reasonably discoverable by Buyer through Buyer's testing prior to Buyer's or other's use thereof. Any suggestions or recommendations made by Seller concerning uses or applications of the Product are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the conditions of the use and application by Buyer and others are beyond Seller's control. Buyer shall familiarize itself with the characteristics of the Product, and shall comply with all laws, regulations and standards applicable to the possession, handling, processing or use of the Product by Buyer, including but not limited to the Occupational Safety & Health Act of 1970, and the regulations and standards issued pursuant thereto. Buyer warrants that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the Product.

19. Default; Termination and Limitation of Liability - If either party defaults under the terms of this Agreement (the "Defaulting Party"), and such default continues uncured for a period of thirty (30) days after notice of default is given by the other party (the "Non-Defaulting Party"), the Non-Defaulting Party may terminate this Agreement effective upon the date set forth in a written notice of termination to the Defaulting Party. This right of termination shall not apply to Seller's delivery of Product

that fails to meet the required specifications unless Seller delivers non-specification Product on four separate occasions during any twelve (12) month period. The parties agree that in the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail. In the event of a default on the part of Seller, Buyer may invoke the provisions of the Loan Agreement, and payment for the Product shall be governed by the Loan Agreement

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUYER AGREES (i) THAT BUYER'S EXCLUSIVE REMEDY FOR SELLER'S FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER CONSTITUTING BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE OR WILFUL MISCONDUCT SHALL BE FOR REPLACEMENT, REFUND OR CREDIT, (ii) THAT THE MAXIMUM AMOUNT OF DAMAGES FOR WHICH SELLER MAY BE LIABLE UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE QUANTITY OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED; AND (iii) THAT SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH SHALL INCLUDE, WITHOUT LIMITATION, COSTS OF PROCESSING, LABOR OR OTHER COSTS, LOST PROFITS, BUSINESS STOPPAGE OR SLOWDOWN, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON, INJURY TO GOODWILL OR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES ASSERTED BY BUYER, ITS AGENTS, EMPLOYEES, ATTORNEYS OR OTHER REPRESENTATIVES).

20. Government Regulations - Seller certifies that the Product it sells was, is or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the Department of Labor issues under Section 14 thereof. The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the office of Federal Agreement Compliance and the Seller's Certificate of Compliance as related to Government Agreements are incorporated herein by specific reference.

21. Indemnification - Buyer shall fully protect, defend, indemnify and forever hold harmless Seller, its officers, directors, employees, affiliates, subsidiaries, and agents from and against any and all loss, damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Seller) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any way incidental to, or in connection with the discharge, handling, possession, processing or use by Buyer or others of the Product after passage of title. Seller shall fully protect, defend, indemnify and forever hold harmless Buyer, its officers, directors, employees, affiliates, subsidiaries and agents from and against any and all loss, damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Buyer) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any

way incidental to, or in connection with the discharge, handling, possession, processing, use, or transportation of the Product prior to and up to passage of title.

22. Entire Agreement – This Agreement (including any addenda and exhibits attached hereto) and the documents referenced herein constitute the entire understanding of the parties as to the matters contained herein, and there are no agreements, understandings, obligations, promises or conditions precedent or otherwise, except those expressly set forth therein.

23. Amendment - The parties agree that no amendment or modification of or supplement to this Agreement shall be valid and effective unless and until executed in writing by the parties hereto.

24. Purchase Orders - Buyer may submit orders for Product on Buyer's standard purchase order forms, but the parties agree that (i) such purchase orders shall be for record purposes only, (ii) none of the standard terms and conditions contained on such ~~purchase order shall be binding on Seller, and (iii) such purchase orders shall not~~ constitute an amendment, supplement or modification to this Agreement except to the extent specifically accepted by Seller in writing and then only as to the specific quantity of Product covered by such purchase order.

25. Headings - The descriptive underlined article headings used in this Agreement are for convenience only and have no legal effect.

26. No Waiver - Failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms of this Agreement, or the waiver by either party of any term or right or default of the other party hereunder, will not be deemed or construed as a waiver or relinquishment for the future of any such term, right of default

27. Assignment – Neither party shall assign this Agreement to any other person without the prior written consent of the other party, which consent shall not be unreasonably withheld

28. Binding Agreement - This Agreement shall be binding on and shall inure to be the benefit of the successors and permitted assignees of the parties hereto

29. Confidentiality - The parties shall maintain the specific information concerning the quantity and price of the Product, and the other material terms and conditions of this Agreement as confidential and shall not, without the prior written consent of the other party, disclose such information to unaffiliated third parties, except in response to subpoena or other order or directive of any court or governmental agency. The parties shall, however, have no obligation of confidentiality with respect to information that is now publicly available or subsequently becomes publicly available through no fault of the parties.

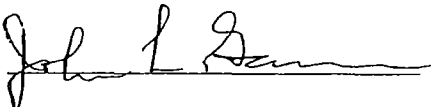
30. Invalidity - If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.

31. Governing Law - This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

32. Costs and Fees - In any action arising out of or relating to this Agreement, or the enforcement thereof, the prevailing party shall be entitled to recover all costs of the action, including reasonable attorneys' fees, all expenses of litigation, and court costs. These costs shall be in addition to any amount recovered under this Agreement and in addition to an award of liquidated damages.

SELLER:

Norphlet Chemical, Inc.,
an Arkansas corporation

By 

John L. Garrison, CEO
Name and Title

BUYER:

Jones-Hamilton Co.,
an Ohio corporation

By 

ROBERT L. JAMES PRES. & CEO
Name and Title

EXHIBIT A

HYDROCHLORIC ACID SPECS

Hydrochloric acid, baume	22 degree
Assay, strength	35.2 % to 35.6% max
Solids	Free from any suspended solids
Color	APHA 15, max.
Heavy Metals	1 ppm as Pb, max.
Arsenic	1 ppm, max.
Iron	2 ppm, max.
Non-Volatile Residue	50 ppm, max
Oxidizing Substances	15 ppm as Cl ₂ , max
Reducing Substances	50 ppm as SO ₃ , max
Extractable organics	5 ppm, max.
Hardness Values	5 ppm, max Calcium & magnesium
Fluorine, HF or fluorinated compounds	7 ppm, max
Odor	Pungent as in HCL only No mercaptans
No foaming	
Water source must be either treated water or condensate.	

EXHIBIT B

HYDROCHLORIC ACID SPECS (OFF-SPEC)

Hydrochloric acid	21.5 baume to 22 degree baume
Assay, strength	34% to 35 1%
Solids	Free from suspended solids
Color	APHA, 25, max
Heavy metals	2 ppm as Pb., max
Arsenic	3 ppm, max
Iron	5 ppm, max
Non-Volatile Residue	75 ppm, max
Oxidizing substances	20 ppm, max as Cl ₂
Reducing substances	75 ppm, max as SO ₃
Extractable organics	15 ppm, max
Fluorinated organics	20 ppm, max
Hardness values	20 ppm, max, calcium & magnesium combined
HF or fluorine	50 ppm, max for total
No foaming	
No odor other than Hydrochloric acid pungent	No mercaptain
Acid should be made with treated water or condensate	

EXHIBIT C

MARGIN SHARING EXAMPLES:

Tank truck sale of on spec Tech Grade PRODUCT to customer at \$110 per ton delivered.

Less tank truck freight rate including trailer cost @ \$ 25 per ton

Netback to share and split equals -----\$85 per ton

SELLERS share equals \$45 plus 60% of excess over \$65 or a total of \$57.00/ton

Rail car sale of on spec Tech Grade PRODUCT to customer direct at \$140 per ton delivered

Less rail freight rate & tank car cost @ \$40 per ton. (Rail car cost avg. is \$14/ton)

Netback to share and split equals ----- \$100 per ton

SELLERS share equals \$40 plus 60% of excess over \$65 or a total of \$66.00/ton

AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Amendment to Sales and Distribution Agreement is executed this 19th day of December, 2006 by Norphlet Chemical, Inc , an Arkansas corporation ("Seller") and Jones-Hamilton Co , an Ohio corporation ("Buyer").

The parties entered into a Sales and Distribution Agreement dated September 1, 2006 (the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows:

Section 5 of the Sales Agreement is hereby amended to read in its entirety as follows:

"5 Pricing/Payment – Once the Obligations, defined in the amended Loan/Sales Agreement, are liquidated, pricing for all HCL sold by Seller to Buyer shall be determined as follows:

A "floor price" will be guaranteed to Seller from Buyer at the following levels:

On Specification 22 Degree Tech Grade Product(Exhibit A)

Tank trucks ---- \$45 per wet, 22 degree ton

Rail Cars ----- \$40 per wet, 22 degree ton

Off specification, 22 degree commercial grade Product(Exhibit B)

Tank trucks ---- \$32 per wet, 22 degree ton

Rail Cars ----- \$23 per wet, 22 degree ton

After the "floor price" is covered to Seller, then Buyer is due up to the next \$20 per ton margin from each category above if the delivered sales price to Buyer's customers covers the spread. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Seller. Netback is described as the delivered sales price to Buyer's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel & insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put. Examples of the margin sharing reconciliations are shown on Exhibit C hereto.

Daily invoices are to be submitted to Buyer at the floor prices with terms of net 30 days. Margin sharing reconciliations and corresponding payments to Seller shall be done quarterly. Seller reserves the right to audit and examine Buyer's records, invoices, freight rates, rail car cost and terminal charges at any reasonable time.

Unless otherwise specifically provided in this Agreement, title and risk of loss of the Product shall pass to Buyer at the flange for loading the tank trucks or rail tank cars on

all shipments where Buyer is responsible for providing, contracting for or arranging transportation. In these instances, Buyer shall insure each shipment of Product with a reputable insurer for the full invoice price of such shipment.

All pricing above is f o b Seller's producing plant in Norphlet, Arkansas. The prices above are firm through the end of the first year of this Agreement and are then subject to 60% of all announced increases or decreases that "hold" in the marketplace. Such announcements must be made by the majority of all re-sellers and producers and generally supported with documented confirmations in CMAI.

Buyer will be required to keep Seller informed on changing market conditions on a quarterly basis. This includes the overall support of price increases announced in the marketplace."

The Sales Agreement shall remain in full force and effect as amended herein.

JONES-HAMILTON CO.,
an Ohio Corporation

By 

Its PRES. CEO

DEBTOR
NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By 

Its CEO

SECOND AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Second Amendment to Sales and Distribution Agreement is executed this 9th day of Apr., 2007, by Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer")

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006 (collectively, the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows

1 Buyer shall receive a perpetual Twenty Dollar (\$20.00) discount off of the "Floor Price" on all of the pricing categories stipulated in Section 5 of the Sales Agreement. The foregoing discount shall become effective immediately upon Seller's repayment of all principal and interest due Buyer on the \$4,000,000.00 Amended and Restated Draw Note dated December 19, 2006, as provided in the Loan/Sales Agreement dated December 19, 2006 between the parties. The shared netback provided in Section 5 of the Sales Agreement shall remain intact.

2 Seller shall pay Buyer a penalty of Seven Thousand Five Hundred Dollars (\$7,500.00) per day for every day past May 31, 2007 that Seller does not produce acid to the specifications provided in Exhibit A of the Sales Agreement. The total penalties accrued, if any, shall be paid by Seller to Buyer in equal monthly payments on the first day of each month, during the first six (6) months of acid production at Seller's Norphlet, Arkansas facility.

The Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By John L. G.
Its CEO

JONES-HAMILTON CO.,
an Ohio corporation

By _____
Its _____

FOURTH AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Fourth Amendment to Sales and Distribution Agreement is executed this 25th day of October, 2007, by Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer")

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006, Second Amendment to Sales and Distribution Agreement dated April 9, 2007, and Third Amendment to Sales and Distribution Agreement dated August 16, 2007 (collectively, the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows:

1. All terms of the Sales Agreement shall be binding upon any purchaser of the stock or assets of Seller, and Seller shall not sell its stock (other than to existing shareholders) or substantially all of the assets of Seller without the prior written approval of Buyer

2. The parties agree that the penalty of \$7,500.00 per day for Seller's inability to produce acid to the specifications provided in Exhibit A of the Sales Agreement shall be reinstated as of, and including, December 1, 2007

3. If (a) a majority of the stock of Seller is sold or otherwise transferred to anyone other than an existing shareholder of Seller; or (b) Seller sells substantially all of its assets; or (c) Seller ceases doing business, Seller, and/or the acquirer of the stock or assets of Seller, shall immediately repay to Buyer all unpaid indebtedness owed by Seller to Buyer. Each of the events described in (a), (b) and (c) shall be referred to as a "Triggering Event". In addition, upon the occurrence of a Triggering Event, Seller and/or Seller's successor shall pay Buyer \$2,500,000.00 for each full or partial year remaining, as of the date of the Triggering Event, in the ten (10) year period commencing with the date on which Seller begins to produce the Product at the Norphlet, Arkansas facility

4. Buyer shall receive an additional perpetual Ten Dollar (\$10) discount off of the "Floor Price" on all of the pricing categories stipulated in Section 5 of the Sales Agreement. The foregoing discount shall become effective immediately upon Seller's repayment of all principal and interest due Buyer on the \$4,000,000.00 Amended and Restated Draw Note dated December 19, 2006, as provided in the Loan/Sales Agreement dated December 19, 2006 between the parties. The shared netback provided in Section 5 of the Sales Agreement shall remain intact. Exhibit 1 depicts the pricing mechanism after and inclusive of all amendments

The Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By John L. [Signature]
Its: CEO

JONES-HAMILTON CO.,
an Ohio corporation

THIRD AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Third Amendment to Sales and Distribution Agreement is executed this 16th day of August, 2007, by and between Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer")

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006, and by Second Amendment to Sales and Distribution Agreement dated April 9, 2007 (collectively, the "Sales Agreement") In consideration of Seller agreeing to serve as a terminal operation to receive and load hydrochloric acid from other suppliers for Buyer, the parties agree to amend the Sales Agreement as follows:

For the period of August 18, 2007 through August 31, 2007, Buyer agrees to suspend and forego the penalty of Seven Thousand Five Hundred Dollars (\$7,500.00) per day for Seller's inability to produce acid to the specifications provided in Exhibit A of the Sales Agreement. The foregoing penalty may be reinstated at Buyer's discretion if Seller is not producing acid to the specifications provided in Exhibit A of the Sales Agreement by August 31, 2007

The Sales Agreement shall remain in full force and effect as amended herein

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By 
Its CEO

JONES-HAMILTON CO.,
an Ohio corporation

By _____
Its _____